

PROPOSAL

November 27, 2006

Prepared for:

Jasper County, Indiana

To Provide:

**Think GIS Software License(s);
GIS Data Conversion;
Tax Records Data Interface and
MapServer Web Hosting of County GIS Data**



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• Phone (317) 259-0105 • Fax (317) 259-1423 •
• www.wthengineering.com •

OVERVIEW

Jasper County, Indiana (the "Client") requires GIS and/or mapping related products and services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This proposal defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Think GIS™ Software

The Client will be provided with (7) Think GIS™ license(s). This software may be installed on stand alone computers or on a server but use of the software is limited to (7) computer(s). Each computer where Think GIS™ is used must be registered with the Company. The hardware/system requirements for using the Think GIS™ software are as follows

The Client will also be provided with 2 Think GIS™ 5-Pak User license(s). This version is hard coded to operate with limited functionality, which allows the following: Viewing, Querying, Printing, and All General Functionality. This version will not allow saving of any changes, or addition or editing of any data. This software may be installed on stand alone computers or on a server but use of the software is limited to 10 computer(s). The Hardware/system requirements for using the Think GIS™ software are as follows.

SYSTEM REQUIREMENTS	MINIMUM	RECOMMENDED
Operating System**	Win 98 SE, WinNT 4.1, Win2000, WinXP	Windows XP
Processor	Pentium or equivalent	Pentium 4 (2 GHz or faster)
Memory (RAM)	256 MB	512 MB
Available hard disk space required on server or stand alone computers	500 MB for software + map layers. Plus 2 to 80 GB for digital aerial photography images depending on coverage area and resolution	80 GB (Based upon Digital Aerial Photography needs)
Available hard disk space required on workstations when data stored on server	Less than 50 MB	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better	17" monitor, 16 bit color, 1024 X 768 resolution
Internet Access (Required for support services)	Dial-up connection with minimum connection speed of 46K	DSL/T1 Connection
Other	CD drive, mouse, keyboard	Laser Printer (with 96 MB of internal memory) Or Color Printer (with 128 MB of internal memory)

***All computers must be current on all Microsoft Windows Critical Updates and Service Packs. The Company's software products do not support Windows XP Home Edition or Windows Millennium Edition (Windows ME) operating systems.*

Data Conversion (Layer Development)

The Company will import the existing parcel data and related GIS files and import them into Think GIS™. The layers will be reformatted to ensure that they work properly with the parcel assessment tools that are built into the software.

Tax Records Interface

The tax records interface will require the cooperation of the Client's tax records system vendor.

Once cooperation has been achieved with the tax records vendor, the Company will create a match between the parcel data in the mapping system and the tax data in the Client's taxation system. The Company will be developing an interface between two set of records maintained in the Client's over all land information management system. Therefore, a 100% match can not be guaranteed for many reasons (i.e. missing data in taxation system and plat maps, misspellings, etc.)

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Tax Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

1. The client and company determine that more data should be captured to facilitate a better matching accuracy for the interface process.
2. The client determines that they will be responsible for rectifying the data in the Tax Database prior to completion of the Data Interface.
3. The client determines they would require the Company to assist in the rectification of the data in the Tax Database prior to completion of the Data Interface.
4. Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer in the Client's office to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided the tax records vendor.

The interface can be set up as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property

information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

Watershed Layer

The Company will obtain the existing watershed layer from IDEM and import the data into the map. The Company will remove the unnecessary watersheds that fall outside of the County boundary. No physical manipulation will be done on this layer.

WTH MapServer Development and GIS Map Web Hosting

The Client desires to put some of its electronic map information on a public website, and the Company has the capability to provide these services for Client.

Map Server Development

- "WTH MapServer" – The Company supported version of open source and open standard (Open Geospatial Consortium compliant) software for displaying maps and related data on a Web Site.
- "Map Viewer" – The Client specific version of WTH MapServer that contains the maps and related data that Client wishes to be viewed on its Web Site.
- "Client Map Viewer Content" – The specific maps and related data provided by Client to Company for presentation on Client's Map Viewer.
- The Company will create a link to view the Property Record Cards for each parcel feature that is contained in the parcel layer when it is completed in digital form.

Map Viewer Hosting and Maintenance Services

- Map Viewer Host Designation – The Client designates Company to host and maintain Client's Map Viewer.
- Map Viewer Creation – Company shall create a Client Map Viewer that can be linked to a Web Site selected by Client.
- Map Viewer Updating – Company shall provide Client with the technical means for Client to continuously update Client's Map Viewer Content.
- Map Viewer Backup – Company shall maintain a current backup of Client Map Viewer Content.
- Server Speed and Storage Capacity – Company shall maintain provide enough server capacity to hold Client Map Viewer Content and have T-1 bandwidth speed.
- Map Viewer Web Site Access – Company shall maintain the Client Map Viewer and link to Client's Web Site on a continuous 24 hour basis during the term of this Agreement.

Map Viewer Disclaimer – Client's Map Viewer shall contain a Disclaimer to protect the Client from over reliance by the general public or third party on the Client's Map Viewer Content being presented on the Web Site, a copy of which is made an Attachment A to this Agreement and incorporated by reference herein.

Representations

- Client Map Viewer Content is either owned by the Client, or the Client has the right from the owner to display Client Map Viewer Content on a Web Site. Client agrees that the Client Map Viewer Content is not in violation of any Federal, State, or local law or regulation, or the rights of any third party.
- Company shall provide Client with the technical means to update Client Map Viewer Content, but it will be the responsibility of the Client to update Client Map Viewer Content.

Custom Web Development Services

Web development services may include file conversion, web design, code development system integration, or other related services. If the Client requests or requires any web development services that go beyond the standard WTH MapServer hosting arrangement, Company and Client will mutually identify what services are needed, and Company will prepare a Proposal outlining both a scope of services and cost schedule. When a written Proposal has been accepted and executed by both parties, the Proposal shall be included as an Attachment C to this Agreement and incorporated by reference herein.

DELIVERY AND INVOICING SCHEDULE

GIS Software and Services				
	Delivery Date from Contract Signing	Option Description(s)	Invoice Date from Contract Signing	Amount
Delivery	60 Days	Think GIS Licenses (Full)	30 Days ⁽¹⁾	\$ 5,250.00
Delivery	60 Days	Think GIS 5-Pak User Licenses	30 Days ⁽¹⁾	\$ 2,000.00
Delivery	60 Days	Tax Records Interface	30 Days ⁽¹⁾	\$ 5,000.00
Delivery	60 Days	Watershed Layer Import	30 Days ⁽¹⁾	\$ 300.00
Delivery	60 Days	Layer Development	30 Days ⁽¹⁾	\$ 900.00
Delivery	60 Days	Installation and Training	30 Days ^{(1), (2)}	\$ 2,250.00
Total GIS Cost			TOTAL	\$ 15,700.00
Annual Maintenance and Customer Support			30 Days	\$ 6,000.00
Web Mapping Services				
	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	30 days	Client Set Up Client Map Viewer	30 days	\$ 4,500.00
Total Development Cost				\$ 4,500.00
Map Viewer Hosting and Maintenance Fee (Quarterly Payment)			30 days	\$ 900.00
Total Annual Hosting Fee				\$ 3,600.00

- (1) The Company will invoice the customer on a monthly basis based on the number of months until the project is completed. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.
- (2) Installation and training is \$250 for each 5-pak. Each Think GIS license installation is \$250.

GENERAL TERMS

- **Entire Agreement** – This Agreement represents the entire agreement between the Client and the Company.
- **Governing Law** – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.
- **Reasonable Performance** - Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent they act diligently to remedy the cause of the delay or failure.

- **Negotiated Agreement** – This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.
- **Severability** – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.
- **Amendments** – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.
- **Notices** – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth in the Signature Page of this Agreement.
- **Signing in Counterparts** – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.
- **Agreement Term and Renewal** – This Agreement shall become effective for the Client and the Company to this Agreement at such time that the Client and the Company signs this Agreement and shall remain in effect through December 31, 2006. This Agreement shall automatically renew itself for succeeding one year terms for the Client and the Company, unless that Party delivers a written Notice of Intent to Not Renew at least 60 Days prior to the one year expiration date of this Agreement.
- **Limitations of Warranties and Liability**
There is no warranty that the hosting of Client's Map Viewer will be uninterrupted or error free. If there is interruption or error in Client's hosted Map Viewer, Company shall be obligated to promptly notify the Client of the problem, propose a solution to Client, and with Client's approval correct the problem within a reasonable time at Company's expense.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SIMILAR DAMAGES, OR, OTHER THAN AS SET FORTH IN THIS AGREEMENT, FOR CLAIMS OF DAMAGES MADE BY ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE TOTAL PRICE, AS SET FORTH IN THIS AGREEMENT.

▪ **Term of Agreement**

This the Agreement term will be begin on the delivery date of Client's Map Viewer (the date that the Map Viewer is linked to Client's Web Site) and remain in effect for a period of one year, and be automatically renewable on an annual basis, unless written notice is provided by Client to Company 90 days prior to the end of the current annual period.

▪ **Termination**

Either Party may terminate this Agreement, with or without cause upon 90 days prior written notice to the other Party. Upon termination of this Agreement, Company agrees to continue hosting and Client agrees to pay for hosting service up through the end of the 90 day termination period.

- **Notices** – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below or via the signature page of this document.

Addresses and Contacts for Notification Purposes:

Contact: Contract Administration	Contact: _____
Company: WTH Technology, Inc.	Client: Jasper County, Indiana
_____	County: Jasper County, Indiana
Address: 567 W. Westfield Blvd.	Address: _____
_____	_____
City/State/Zip: Indianapolis, IN 46208	City/State/Zip: _____
Email: _____	Email: _____
Phone: (317) 259-0105	Phone: _____
Fax: (317) 259-1423	Fax: _____

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 5th day of February 2007.

Company:
WTH Technology, Inc.

Client:
Jasper County, Indiana

Signature: _____

Name: Rex Jones

Title: President

Date: _____

Signature: Kendell Culp

Name: _____

Title: _____

Date: 2-5-07

Signature: Richard P. McQuinn

Name: _____

Title: _____

Date: 2-5-07

Signature: Donya B. Jordan

Name: Donya B. Jordan

Title: Auditor

Date: 2/5/07

Signature: Jamie A. Walster

Name: _____

Title: _____

Date: 2-5-07



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ATTACHMENT A MAP VIEWER DISCLAIMER

Disclaimer:

Information Accuracy: The information contained in this Map Viewer provides online access to geospatial information and related records. The information is presented on a best efforts basis and is for illustrative purposes only and should not be relied upon for making financial, legal or other commitments. The information contained in the Map Viewer is provided with the understanding that it is NOT guaranteed to be accurate, correct, current, or complete and conclusions drawn from such information are the responsibility of the user. While every reasonable effort has been made to ensure the accuracy, correctness, and timeliness of the geospatial information and related records, the creators and providers of this information assume no responsibility for errors or omissions. The foregoing warning is exclusive and in lieu of all other warranties of merchantability, fitness for particular purpose, and/or any other type whether expressed or implied.

Not a Substitute for a Field Survey: Although significant care has been exercised to produce geospatial information that satisfies mapping accuracy standards, it is only as accurate as the source from which it is compiled. The information included in the Map Viewer is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location.

Privacy Statement: The geospatial information and related records included in this Map Viewer are public records that are also available during normal business hours at the location of the public agency that is responsible for maintaining them.

Acceptance of Disclaimer:

By clicking on the AGREE button you agree to the rules and conditions of the disclaimer with the conditions established. You will then access the Map Viewer. By clicking on the DISAGREE button you decline and will not be able to access the Map Viewer and will be returned to the HOME PAGE of this Web Site.

Agree Disagree

ATTACHMENT B **PUBLIC ELECTRONIC MAP INFORMATION**

What follows is a listing of the layers of electronic map information currently available and selected by the County for viewing by the general public on the Map Viewer:

Selected Map Layers

	LAYER NAME	BRIEF DESCRIPTION
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